



985 Airline Road, McDonough, GA 30252  
770-954-1983 • 770-954-1984

# LAMAR, PIKE & SPALDING Advertising Agreement

Services@TheShopper.net  
www.TheShopper.net

Business Name: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Contact Name \_\_\_\_\_

Cell: (\_\_\_\_\_) \_\_\_\_\_

Billing Address: \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

<b>LAMAR, PIKE, &amp; SPALDING</b> DISTRIBUTION 38,400/ISSUE*	<input type="checkbox"/> FULL PAGE	\$425/ISSUE	<input type="checkbox"/> FRONT COVER	\$1100/ISSUE
	<input type="checkbox"/> HALF PAGE	\$275/ISSUE	<input type="checkbox"/> HALF FRONT COVER	\$550/ISSUE
	<input type="checkbox"/> QUARTER PAGE	\$175/ISSUE	<input type="checkbox"/> BACK COVER	\$1000/ISSUE
	<input type="checkbox"/> EIGHTH PAGE	\$100/ISSUE	<input type="checkbox"/> HALF BACK COVER	\$500/ISSUE

**These are RATES PER ISSUE. NOTE: WE GO TO PRINT EACH ISSUE ON THE 25TH OF THE MONTH PRECEEDING EACH ISSUE. WE INCREASE OUR MONTHLY DISTRIBUTION AS THE POPULATION INCREASES, AT NO ADDITIONAL CHARGE.**

There will be 6 issues each year.  
January/Feb, March/April, May/June, July/August, September/October, November/December.

\*DISTRIBUTION AS OF 10.21.21

<input type="checkbox"/> CREDIT <input type="checkbox"/> DEBIT <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX											
Name as it appears on card						Expiration Date: <input type="text"/> / <input type="text"/> / <input type="text"/>					
Credit Card Billing Address						<b>Security Code (CSV):</b> 3-Digit Code on back of card for Visa, MC or Discover: ___ ___ ___ 4-Digit code on front of card for AMEX: ___ ___ ___ ___					
City		State		Zip							

a. Subtotal (of line totals):	= \$
b. Sales Tax (if applicable):	+ \$
c. Shipping: (if applicable):	+ \$
d. Deposit:	+ \$
e. Balance Due (a+b+c+d=e):	= \$
<b>a. Monthly Plan Total:</b>	<b>= \$</b>

Cardholder authorizes TheShopper.net to charge the above card for the contracted rate on the 20th of each month **prior** to printing.

**PAYMENT TERMS: FIRST MONTH'S RATE TO BE PAID AT TIME OF AGREEMENT AND SUBSEQUENT MONTHS WILL BE CHARGED TO YOUR CREDIT CARD ON THE 20TH OF EACH MONTH DUE TO BOOK CLOSING.**

This agreement is constructed according to the Laws of Henry County and the State of Georgia. Any legal proceedings arising from this Agreement will be heard in the courts of Henry County, Georgia. The Signee has read the above items and agrees to these Terms & Conditions stated herein. Acceptance of this agreement is subject to approval by management at the corporate office of TheShopper.net in McDonough, GA.

**X** \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Cardholder Signature Date

I acknowledge that I have read and Advertiser agrees to be legally bound by all contract terms and conditions contained in this Agreement and on the REVERSE SIDE. I have received a duplicate copy of this Agreement and have full power and authority to sign for and bind the advertiser. By signing this agreement I allow TheShopper.net to obtain credit bureau reports in connection with the review or collection of this account. In addition, I personally guarantee payment of all amounts due from Advertiser to TheShopper.net.

Customer Signature **X** \_\_\_\_\_  
Customer Name **X** \_\_\_\_\_  
Title **X** \_\_\_\_\_ Date **X** \_\_\_\_\_

### AGREEMENT OR USE OF MATERIALS:

Advertiser and the undersigned individual each represents and warrants that Advertiser has authority to permit TheShopper.net to publish all materials (artwork, photos, text etc.) provided to TheShopper.net. Advertiser and the undersigned personally shall indemnify defend and hold harmless TheShopper.net, its agents, directors, shareholders and employees for all liabilities and expenses of any kind (including attorney's fees) incurred in connection with TheShopper.net's use of such materials. Any photos supplied by or taken for TheShopper.net are for exclusive use in TheShopper.net and may not be used elsewhere.

**X** \_\_\_\_\_

### REFERRALS:

NAME: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
PHONE: \_\_\_\_\_

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# Advertising Agreement

Services@TheShopper.net

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**TheShopper.net is published by TheShopper.net based in McDonough, GA. TheShopper.net publishes full color, direct mail magazines throughout the United States.**

## 1. Complete Contract

The Agreement constitutes the entire contract between TheShopper.net, (The Shopper), and the Customer (Advertiser) for the advertising described hereon and supersedes all prior understandings, oral or otherwise, between the parties. The parties intend to be legally bound by the terms of this Agreement as stated herein.

## 2. Terms

a. Advertiser hereby applies for the advertising described on the reverse side subject to the payment terms described on the reverse side.

b. The Shopper reserves the right to change advertising rates and any other terms in this Agreement upon thirty days written notice to the Advertiser. Advertiser shall have the right to terminate this Agreement if any such change is not acceptable upon written notice to The Shopper within the thirty day period. If Advertiser does not so notify The Shopper, such change will be deemed agreed to by the parties. Under any termination of this Agreement by you or us, you will continue to be obligated to pay all amounts owing under this Agreement, and to otherwise perform the terms and conditions of this Agreement.

c. The Shopper reserves the right to cancel credit granted to any Advertiser at any time, with or without cause. In the event that payment is not made in accordance with the conditions of this contract, The Shopper reserves the right at any time without notice to Advertiser, to cancel or reject all or any of the advertising which is the subject of this Agreement. If any ads are not published due to nonpayment on behalf of the advertiser, it will be considered a breach of contract and may result in cancellation and short rating penalties listed under Section 4. Cancellation/Termination.

d. If any invoice is not paid in accordance with its terms, there shall be added thereto and made an integral part thereof a late charge at the rate of 1.5% per month on the unpaid balance for each month or fraction of a month, that such balance remains unpaid, plus all costs incurred in collection, together with attorney's fees of 30% of such unpaid balance.

e. If credit card information is provided to The Shopper, then Advertiser and the authorized user of such credit card hereby authorize The Shopper to charge such credit card for all amounts which become due to The Shopper under this Agreement and future Agreements with The Shopper. This authorization can be revoked only by written notice delivered to The Shopper's office in McDonough, GA.

f. We may accept letters, checks or other types of payments showing "payment in full" or using other language to indicate satisfaction of your debt ("disputed amounts") without waiving any of our rights to receive full payment under the terms of the agreement.

g. If Advertiser is an agent for the entity on behalf of whom the advertisement is placed, Advertiser shall pay The Shopper all amounts due under this Agreement, regardless of the entity's failure to pay Advertiser.

h. The pricing terms offered by The Shopper in connection with this Agreement constitutes confidential information and may not be disclosed by either party to any third party except as necessary to carry out the terms of this Agreement or as required by law.

i. Advertiser shall be liable for payment of all advertising run pursuant to this Agreement, even if some or all of the advertising is placed on a co-op basis with a third party. j. The Shopper may, in its sole discretion, edit, classify, or reject at any time any advertising copy submitted by Advertiser.

## 3. Obligations of Advertiser

a. Advertiser shall be liable and shall indemnify The Shopper for all sales, service or other taxes which are not collected at the time of payment, but which are ultimately determined to be payable in connection with this Agreement.

b. Advertiser agrees to assume responsibility for all errors in copy, proof-read by Advertiser where the advertisement printed corresponds to the approved proof. Advertiser agrees to return proof within 24 hours of its receipt. If The Shopper does not receive written notice of corrections within 24 hours, that final proof shall be deemed correct and the ad will be published as the ad appears on the final proof.

c. Advertiser agrees to notify The Shopper in writing within 30 days of any errors or for any request for credit of any kind for any reason.

## 4. Cancellation/Termination

a. Advertiser may cancel contract without penalty within three calendar days of signing, if no ad copy has been submitted. All cancellations must be in writing and sent to the office in McDonough, GA to the attention of the Accounts Receivable Department.

b. Three days after signing, cancellation of the agreement by the Advertiser will result in a cancellation charge of \$500.00, if no ad copy has been submitted. If ad copy has been submitted, client is responsible for the full contracted amount of the ad(s). Also, if this Agreement provides for a multi-issue discounted advertising rate, and Advertiser does not publish all contracted ads subsequent to the initial ad

(Advertiser acknowledges they have seen The Shopper Rate Sheet) then the amount due for each ad published will be increased to the standard Shopper Rate Sheet amount based on the actual number of ads published. Rates for non-standard size ads will be estimated based on full-page rate.

c. If Advertiser has contracted for the Center Insert(s). Advertiser may cancel without penalty within three days from signing the contract if no ad copy has been submitted. On the fourth day, if no ad copy has been submitted, client is responsible for 50% of all unpublished Center Inserts. If ad copy has been submitted, client is responsible for the full contracted amount of the Center Insert(s).

d. The Shopper reserves the right to cancel this contract without penalty at any time for any reason whatsoever. The cancellation need not be in writing. Any funds paid by Advertiser for future mailings will be refunded.

## 5. Disclaimer of Warranties and limitations of The Shopper's Liability

a. The Shopper makes no warranties, express or implied, with respect to results Advertiser may obtain through products and services supplied by The Shopper.

b. The Shopper intends to use its best efforts to ensure that all advertising is carried out in accordance with this Agreement; however, it is possible for errors, omissions or other mishaps to occur. The Shopper shall have no liability in such a case. The Shopper does not guarantee exact color matches, position or exclusivity.

c. The Shopper shall not be liable to Advertiser for delays in publication, damages resulting from failure to include all or any items of advertising, in a publication or from errors in the advertising as printed, in excess of the monies paid for the relevant part of such advertising for the issue in which the errors or omission occurred. The Shopper shall not be required to correct any error or omission in any advertising.

d. Advertiser understands that the magazine may not be delivered to consumers homes for up to six days after The Shopper's projected mail date due to U.S. Postal Regulations.

e. The Shopper reserves the right to increase circulation without notification. If this were to happen there would be no cost to the client.

## 6. Copyrights and Trademarks

a. Advertiser assumes sole responsibility for the protection of its copyright in any writing, pictorial illustration, etc. included in its advertising.

b. Advertiser warrants that he has the right to use any trademark, trade name or service mark in the manner and in accordance with the copy submitted. Advertiser further warrants he has the right to use any name, portrait, picture or illustration shown in the copy submitted. Advertiser agrees to give notice in writing if he should cease to have that right.

c. Advertiser agrees to defend, indemnify, and hold The Shopper harmless from and against any and all liability, claims, demands, suits or cause of action, whether or not attributable to its negligence, and will pay all expenses, including attorney's fees incurred by The Shopper in the defense thereof, arising out of the publication of any trademark, trade name, service mark or any portrait, picture or illustration in accordance with this Agreement.

## 7. The Shopper Owns Advertising Materials and Copyright Thereon

a. The Shopper shall have sole ownership of any copyright obtained on the publication in which the advertising appears.

b. The copy, illustration and other artwork, excluding registered trademarks and service marks used in the preparation of advertising, and excluding all copy, illustrations and artwork produced by Advertiser or for Advertiser for a third party, are and shall remain the property of The Shopper. Such material may not be reproduced or assigned for reproduction in whole or in part without prior express written consent of The Shopper. Such consent, if given by The Shopper, will be given for an additional fee and may have certain limitations.

## 8. Severability

If any paragraph or portion of this Agreement is declared invalid under local law, it is only to that extent to be omitted, and all other Terms and Conditions of this Agreement shall remain in full force and effect.

## 9. Assignment

This Agreement may not be assigned without the express written consent of The Shopper.

## 10. Venue/Jurisdiction

This Agreement is entered into in McDonough, Georgia and all parties hereto consent to personal jurisdiction in the courts of Georgia sitting in Henry County, for all actions arising under or in connection with this Agreement.